



Official Rules

Published on October 31st, 2022

These are the Official Rules of the 2022 UBS Female Founder Award (the "**Award**").

NO PURCHASE OR PAYMENT NECESSARY; VOID WHERE PROHIBITED.

By participating in this Award, you accept and agree to abide by these Official Rules and represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of UBS as final and legally binding in all respects.

1. What is UBS role in the Award?

- 1.1 The Award is sponsored and administered by UBS Switzerland AG, Postfach, CH-8081 Zurich, Switzerland ("**UBS**").
- 1.2 The Award, including all Challenges therein, will be set, moderated, administered and managed by UBS.
- 1.3 In order to run and administer the Award, UBS uses the services and know-how provided by various third parties (collectively, the "Third Party Collaborators"), who will participate in various and limited aspects of the Award. UBS has entered into agreements with each of the Third Party Collaborators to clearly set forth each party's duties, responsibilities and contractual obligations with respect to the Award.
- 1.4 All entrants submitting their nomination agree and accept that UBS's decisions on all issues relating to the Award, including eligibility, shall be final and legally binding in all respects.

2. How will the Award be conducted?

The Award will be conducted virtually and only online.

3. Who is eligible for nomination? (Restrictions apply)

- 3.1 To be nominated in the Award, entrants must meet the criteria:



- (a)(i) Individual of 21 years of age or older;
- (ii) individual who is a female start-up founder or co-founder or C-level executive;
- (iii) not subject to any bankruptcy or insolvency proceedings or any proceedings relating to the protection of rights of creditors;
- (b)(i) leading a start-ups or small & medium-sized enterprise (SMEs) in fintech industry, computer programs and other technology used to support or enable banking and financial services; and
- (ii) minimum USD 50K raised through pre-seed, seed, or Series A rounds for that start-up or SME; and
- (iii) have an annual turnover of less than USD 150 million.

All persons and entities (including the representatives of each entity) who are eligible to be nominated in the Award shall collectively be referred to as the "Nominees" and each, a "Nominee".

3.2 Employees of UBS and the Third Party Collaborators, their respective parent, subsidiary and affiliated companies, and the officers, directors, partners, managers, members, trustees, employees, contractors, agents and suppliers of each (collectively, the "Associated Parties") and the immediate family members and/or those living in the same household of each (collectively, the "Excluded Parties") are not eligible to enter or win. "Immediate family member" is defined as husband, wife, civil partner, children, mother, father, sister, sister in-law, brother or brother in-law.

3.3 Nominees who are affiliated with any Excluded Parties, or who otherwise have a relationship, association, connection or involvement with any Excluded Parties who helped to set up the Award, or who are involved in administering or managing the Award (especially in the evaluation or judging of Nominees, entries or submissions) or who are connected in any way with the Award are also not eligible to enter or win. An affiliation is deemed to arise if an employee of UBS or any of the Third Party Collaborators, or their respective parent, subsidiary or affiliated companies is a shareholder, officer, director, partner, manager, member, trustee, employee or agent of a Nominee.



3.4 Entries received from persons or residents of countries who are subject to economic sanctions measures imposed by the United Nations, European Union, Switzerland, the United States or any relevant and applicable jurisdiction and/or involving Belarus, the Crimea Region, Cuba, Iran, North Korea or Syria, Russia WILL BE VOIDED.

4. What do I need to do to enter the Award?

4.1 To enter the Award, Nominees must do the following:

- (a) Submit their nomination by completing all the required fields in the submission form found on the Award website.
- (b) Once a completed nomination form has been submitted, it becomes a formal submission (a "Nomination"), and no more changes can be made to it.

The only way to change a Nomination is to withdraw it from the Award and resubmit a new Nomination.

4.2 To withdraw a Nomination from the Award, Nominees should send an email to SH-UBSIInnovation@ubs.com with the header "Withdraw Nomination".

4.3 There is only one Nomination possible for an individual Nominee.

4.4 The odds of winning depend on the quality of the Nomination and how the nominee meets the judging criteria.

4.5 All Nominations must be submitted via the link specified on the Award website. Nominations submitted via other means (e.g. email, through another UBS webpage, post) will not be considered.

5. What are the Award deadlines?

5.1 The Award opens on October 31, 2022 and closes on December 9, 2022.



5.2 All Nominations must be submitted via the Award website from 00:00:01 Central European Time (CET) on October 31 (the "Start Date for Submissions") until 23:59:59 CET on December 9 (the "Closing Date for Submissions").

Any submission forms or Nominations submitted after the Closing Date for Submissions will not be considered.

5.3 Nominations will be reviewed between December 10, 2022 and January 27, 2023. During this time, representatives of UBS may contact Nominees by Email to discuss their Nominations and to obtain further clarification and information, as necessary.

Proposals are not reviewed in the order in which they are received. Nominees will not be contacted in the order by which Nominations are received. Not every Nominee will be contacted.

6. What is the Female Founder Award?

6.1 Female Founder Award is a prize given in recognition of one (1) individual who is a fintech female start-up founder or co-founder or C-level executive.

7. What is the judging criteria?

For the Female Founder Award, each Nominee will be judged against the following criteria:

- Diversity: What is the percentage of your company board members are female? What percentage of company employees are female?
- Financial Record: How much capital has the female founder raised? What challenge did the nominee overcome on the fundraising journey?
- Potential: How will the company impact on Fintech clients? How large is the market being tackled? What is the investment strategy to realize the growth potential of the company?
- Leadership: How is the nominee influencing or supporting women entrepreneurs? How do they describe themselves as a leader? What advice do they give to female entrepreneurs?

8. What are the prizes? (Conditions apply)

8.1 The winner of the Female Founder Award will receive a cash prize of USD 10,000.



8.2 In order to claim a cash prize, the prize winner must have a valid bank account that:

- (a) is held in the winner's own name – joint accounts are not permitted;
- (b) has been held by the winner for at least six (6) months prior to the Start Date of Submissions;
- (c) is able to receive funds in US Dollars; and
- (d) is opened with a reputable bank operating legally within the winner's home location.

8.3 All shortlisted Nominees will be offered mentoring, coaching and publicity in connection with the Award as determined by UBS in its sole discretion. Non-cash benefits (if any) may be provided by UBS (but who shall not be obliged to do so) as determined by UBS in its sole discretion.

8.4 Prizes and benefits are not negotiable, not exchangeable and non-transferable. Cash prizes will be deposited directly into the winner's bank account.

8.5 Prizes and benefits must not be used to fund or support any illegal enterprise or activity.

8.6 UBS is not obliged to offer replacement prizes or benefit, or entertain any request for substitutions if a winner is unable to or does not wish to accept or receive a prize or benefit "as-is".

8.7 If a winner is unable to claim or declines a prize or benefit for any reason, UBS will not be obliged nor required to find another winner or to offer an alternative prize or benefit.

8.8 Prizes and benefits are awarded at the discretion of UBS and no prizes or benefits will be awarded (or may be withdrawn) as a result of improper actions by or on behalf of any Nominee.

9. Will UBS pay for my expenses?

All Nominees are responsible for paying for their own costs and expenses arising from preparing or submitting their Nomination(s) and for participating in the Award. In particular, each Nominee is solely responsible for ensuring that it has all necessary and appropriate equipment (including, but



not limited to, computer or other devices, WiFi coverage and speed and video-conferencing capabilities) to assure a high quality and uninterrupted participation in the Award.

10. Who is responsible for paying taxes?

10.1 Each Nominee and the winner must declare and pay any and all taxes, duties or other charges (such as income or profits tax) arising from their participation in the Award, including collecting any prize or receiving any benefits from the Award.

10.2 All Nominees and the winner understand and accept that UBS may be required to report and withhold taxes from the prizes or other benefits awarded from the Award according to applicable laws and regulations, regardless of the Nominee's or winner's place of residence or home location.

11. How and when will the Female Founder Award finalists and prize winner be notified?

11.1 Female Founder Award shortlisted Nominees will be notified by email or telephone no later than January 31, 2023. The shortlist of Female Founder Award Nominees will be published on the Award website shortly thereafter.

11.2 Female Founder Award winner will be chosen and announced externally upon the conclusion of the Award on January 31, 2023. The winner of the Female Founder Award will be published on the Award website shortly after being announced.

12. What are all Nominees required to do?

12.1 All Nominees must complete and return to UBS an Affidavit of Eligibility, Release of Liability and Publicity Release, if and as required, and any other legal or administrative documentation as UBS may require.

12.2 By participating in the Award, each Nominee:

(a) grants his/her/its permission (except where prohibited by law) to the use of his/her/its name, likeness, biographical or corporate information, country of residence or incorporation, trademarks and logos, Submission, opinions, remarks, actions, recollections and prize won for future



advertising, marketing and publicity in any and all media now existing or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission; and

(b) agrees to release, discharge and hold harmless UBS, the Third Party Collaborators and the Associated Parties from any and all claims, losses, liabilities, damages, demands or causes of action arising out of such use of the Nominee's, and/or for the acceptance or use, misuse or acceptance of a prize or benefit (as the case may be).

13. How will UBS use my Nomination?

13.1 Each Nominee grants UBS and the Third Party Collaborators a non-exclusive, worldwide, irrevocable, perpetual, royalty-free right and license to:

- (a) process and evaluate each Nomination and use the contents therein for the purposes of the Award and for UBS's own evaluation purposes, including, without limitation, for determining a Nominee's eligibility to be shortlisted for any prizes or benefits offered by UBS as part of or in conjunction with, the Award, or to be invited to participate in any "Proof-of-Concept" exercise or networking opportunity resulting from or ancillary to the Award;
- (b) use, display, publish, transmit, edit, store, re-format, reproduce and distribute the Nomination content on the Award website, and any other media now known or in the future invented, in order to publicize and market the Award; and
- (c) share, reproduce, distribute or otherwise provide access to each Nomination and the contents therein with the Third Party Collaborators for the purposes of the Award.

13.2 Each Nominee acknowledges and accepts that:

- (a) UBS and/or any of the Third Party Collaborators may have been and/or may already be developing or licensing (whether independently and with third parties) products and/or services with functionalities that may be the same or similar to those pursued by the business activity related to in a Nomination;
- (b) nothing in this Award will restrict UBS's and/or any of the Third Party Collaborator's independent development or purchase of competing products and/or services or give a Nominee any rights with respect to such products and/or services; and



(c) UBS and/or any of the Third Party Collaborators is not obliged or required to disclose any information about any of the abovementioned products and/or services to any Nominee, and each Nominee shall have no right to demand or request for UBS and/or any of the Third Party Collaborators to make any such disclosure.

13.3 Each Nominee understands that UBS has no obligation, either express or implied, to develop a Nomination unless otherwise agreed in a formal written agreement between UBS and a Nominee after the conclusion of the Award.

14. Will my Nomination be kept confidential?

14.1 NO.

Nominees must not submit any information that is confidential.

UBS is under no obligation or requirement to keep any Nomination or its contents confidential, and no confidential or fiduciary or other legal relationship is created (or intended to be created) between a Nominee and UBS and/or any of the Third Party Collaborators by submitting a Nomination.

14.2 By submitting a Nomination, each Nominee represents and warrants to UBS that:

- (a) the Nomination and its contents are not confidential and are not submitted in confidence or trust, and no confidential or fiduciary or other legal relationship is created (or intended to be created) with UBS and/or any of the Third Party Collaborators by submitting a Nomination; and
- (b) the Nominee is free to submit the Nomination and to disclose and provide the Nomination (including all contents therein), and by doing so, no prior obligation of confidentiality is or has been breached and no proprietary, intellectual property, privacy or contractual rights of any third party is or has been infringed.

14.3 Each Nominee understands and agrees that any information which UBS and/or any Third Party Collaborators provides relating to their respective organizations and operations are confidential and must not be used, disclosed or shared with any person or third party, except solely for the purposes of the Award, unless otherwise expressly permitted in writing by UBS and/or the relevant Third Party Collaborator.



15. Who owns the intellectual property rights to my Nomination?

15.1 UBS does not, unless agreed in writing with a Nominee, claim any rights of ownership to any idea, information or content submitted as part of a Nomination.

15.2 All Nominees retain ownership and copyright to their respective Nominations (including the contents therein), and by submitting a Nomination, each Nominee represents and warrants to UBS that the Nominee is the owner of all the content and information within its Nomination, and is authorized to submit the Nomination to UBS and to grant the rights, licenses and releases set out in these Official Rules.

16. What will be my personal information be used for?

16.1 Nominees will be asked to provide their personal information and data (such as name, email, telephone number) so that UBS can administer the Award or for security clearance, or other administrative or logistical purposes. As Nominees progress through the Award, a Nominee's name and other information provided by Nominee to UBS may also be publicized and published.

16.2 Nominees agree that any personal data submitted as part of, or during the course of the Award, may be disclosed to, shared with and processed by UBS and UBS's affiliate companies or UBS's third party agents, contractors, business partners or service providers, as well as the Third Party Collaborators (who may be located inside or outside of a Nominee's country of residence) in accordance with applicable data protection laws.

UBS will not otherwise disclose such personal data to other third parties without a Nominee's consent unless UBS is required or requested to do so pursuant to any law, regulation or regulatory order.

16.3 UBS will not sell or data mine any personal information collected or received in the course of the Award.

16.4 Unless otherwise agreed by a Nominee, personal information obtained in the course of the Award will be destroyed within a reasonable time after the Award has ended. Nominee's data will not be used for any other purposes than running the Award.



16.5 Except as expressly provided in these Official Rules, UBS's use of each Nominee's personal information shall be in accordance with the Privacy Statement, published at <https://www.ubs.com/global/en/legal/privacy.html>.

UBS takes your privacy seriously. For general information about how UBS uses and discloses personal data, how long we retain it, how we keep it secure and your data protection rights, please see the Privacy Statement. Kindly also refer to the Privacy Notice for your country of residence (found under Additional Legal Information) for specific information and disclosures related to data protection relevant to your country.

17. Can I be disqualified?

17.1 Any Nominee that UBS believes does not, or is unable to, comply with and meet these Official Rules, has violated these Official Rules, is not eligible for nomination, who has provided false information, acted in a harassing or unsportsmanlike manner with respect to UBS or any other Nominee, or tampered with the operation of the Award, will be disqualified.

17.2 In addition, any attempt by a Nominee to deliberately damage the Award website or undermine the legitimate operations of the Award may be a violation of criminal and civil laws. Should such an attempt be made, UBS reserves the right to seek damages from any such Nominee to the fullest extent permitted by the law and to disqualify such Nominee from the Award.

18. What is UBS not liable or responsible for (Release and Limits on Liability)?

18.1 UBS is not responsible for any problems which may limit a Nominee's ability to participate in the Award, such as (but not limited to):

technical malfunctions of electronic equipment, computer online systems, servers, or providers; or computer hardware or software failures; or

phone lines, traffic or congestion on the Internet or any website; or

for any other technical problems including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected Submission Forms and/or Nominations or communications.

Nominees are solely responsible for (a) acquiring and maintaining such electronic devices and equipment that can handle and will allow you to access and use the Award website and to



participate in the Award; and (b) for taking adequate and appropriate data security measures in accordance with good industry practice to protect yourself, your equipment, devices and information against fraud or cyber-attacks on a continuous basis (e.g. by installing recommended security patches, and up-to-date anti-virus programs and firewalls).

18.2 UBS is also not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Award, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Award, or arising from natural disasters, war, fire, flood, earthquake, explosion, acts of terrorism, epidemics or pandemics or civil commotion, power outages or a network or systems failure, sabotage, computer virus, hacking or other unauthorized access or systems breach, strikes or lockouts or labor disputes or other events that prevent the Award from functioning as intended.

18.3 UBS reserves the right to modify, suspend or terminate the Award in the event the Award website becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Award in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Award.

18.4 By entering the Award, each Nominee hereby irrevocably releases and forever discharges UBS, the Third Party Collaborators and the Associated Parties from any and all actions, causes of actions, claims, damages, losses, liabilities and demands or any nature whatsoever that the Nominee now has or hereafter may have against UBS, the Third Party Collaborators and the Associated Parties with respect to a Nomination and the Content, or howsoever arising from or relating to the Nominee's participation in the Award.

18.5 To the maximum extent permitted by applicable law, UBS, the Third Party Collaborators and the Associated Parties exclude all liability and responsibility for any amount or kind of loss or damage that may result to a Nominee or a third party (including, without limitation, any direct, indirect, punitive or consequential loss or damage or any loss of income, profits, goodwill, data,



contracts, use of money, or loss or damage arising from or connected in any way to business interruption and whether in tort (including, without limitation, negligence, contract or otherwise)) in connection with the Award and/or the Award website.

19. What is the Governing Law and Jurisdiction for the Award?

19.1 This Award, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of a Nominee, shall be governed by and construed exclusively in accordance with the substantive laws of Switzerland.

19.2 Each Nominee agrees that any action, whether at law or in equity, arising out of or relating to the Award, or the award of a prize, shall be filed exclusively in the Commercial Court of the Canton of Zurich.

19.3 By participating in the Award, all Nominees waive any claims that may arise under the laws of countries, territories or jurisdictions other than Switzerland. Those who choose to be nominated in the Award from locations outside of Switzerland do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable.

19.4 If any provision of these Official Rules is held to be invalid by a court of law or similar, such provision shall be deemed to be severed from these Official Rules and invalidity shall not affect the enforceability of any other provisions not held to be invalid.



Disclaimer

This document has been prepared by UBS AG, its subsidiary or affiliate ("UBS").

This document and the information contained herein are provided solely for informational and or educational purposes. Nothing in this document constitutes investment research, investment advice, a sales prospectus, or an offer or solicitation to engage in any investment activities. The document is not a recommendation to buy or sell any security, investment instrument, or product, and does not recommend any specific investment program or service.

Nothing in this document constitutes legal or tax advice. UBS and its employees do not provide legal or tax advice. This document may not be redistributed or reproduced in whole or in part without the prior written permission of UBS. To the extent permitted by the law, neither UBS, nor any of its directors, officers, employees or agents accepts or assumes any liability, responsibility or duty of care for any consequences, including any loss or damage, of you or anyone else acting, or refraining to act, in reliance on the information contained in this document or for any decision based on it.

Wealth management services in the United States are provided by UBS Financial Services Inc. ("UBSFS"), a subsidiary of UBS AG. As a firm providing wealth management services to clients, UBS-FS offers investment advisory services in its capacity as an SEC-registered investment adviser and brokerage services in its capacity as an SEC-registered broker-dealer. Investment advisory services and brokerage services are separate and distinct, differ in material ways and are governed by different laws and separate arrangements. It is important that clients understand the ways in which we conduct business, that they carefully read the agreements and disclosures that we provide to them about the products or services we offer. A small number of our financial advisors are not permitted to offer advisory services to you and can only work with you directly as UBS broker-dealer representatives. Your financial advisor will let you know if this is the case and, if you desire advisory services, will be happy to refer you to another financial advisor who can help you. Our agreements and disclosures will inform you about whether we and our financial advisors are acting in our capacity as an investment adviser or broker-dealer. For more information, please review the PDF document at www.ubs.com/relationshipsummary. UBS-FS is a member of the Securities Investor Protection Corp. (SIPC) and the Financial Industry Regulatory Authority (FINRA).

For additional information specific to your country or the UBS entity servicing you, please consult the information provided in the [link](#).

© UBS 2022. The key symbol and UBS are among the registered and unregistered trademarks of UBS. All rights reserved.